

## IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: April 11, 2017.

H. CHRISTOPHER MOTT
UNITED STATES BANKRUPTCY JUDGE

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF TEXAS AUSTIN DIVISION

In re	§	
	§	
COINTERRA. INC.,	§	<b>CASE NO. 15-10109-HCM</b>
	§	
Debtor.	§	Chapter 7

## **ORDER**

## APPROVING COMPROMISE, PURSUANT TO FED.R.BANKR.P. 9019, BETWEEN CHAPTER 7 TRUSTEE AND KALARA LAW CORPORATION, DEFENDANT IN ADVERSARY PROCEEDING NO. 16-1055

On this date came on to be considered the Motion, filed on behalf of Randolph N. Osherow, the duly appointed Chapter 7 trustee in the above-styled and numbered bankruptcy case (the "Trustee"), for Approval, Pursuant to Fed. R. Bankr. P. 9019, of Compromise with Kalara Law Corporation, defendant in Adversary Proceeding No. 16-1055 (the "Motion"). The Court, having reviewed the Motion as well as the file and record in this Chapter 7 case as well as Adversary Proceeding No. 16-1055 (the "Avoidance Action"), and considering the arguments of the parties and any response in opposition to the Motion, if any, finds as follows.

This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the standing order of reference in this District. Under 28 U.S.C. § 157(b)(2)(A), (F) and (O) this is a core

proceeding. Notice of the Motion and of the specific terms of the compromise was proper and

adequate under the circumstances. The compromise described in the Motion and in the settlement

agreement attached to the Motion (the "Settlement Agreement") appears to be fair and equitable,

reasonable in light of the risk, cost and delay of litigation, and in the best interests of creditors in

this case. The Court therefore finds that it should be approved as set forth herein.

IT IS, THEREFORE, ORDERED that the settlement described in the Motion and in the

Settlement Agreement attached thereto shall be, and hereby is, APPROVED and the Trustee is

authorized to execute and thereafter perform under the Settlement Agreement; provided, however,

that to resolve any ambiguity, if any, the releases contained in the Settlement Agreement are not

intended to, and do not, release any claims and/or positions of the United States Trustee or any

other governmental agency or program; further provided, that any confidentiality provisions in the

Settlement Agreement shall be struck prior to execution by the Trustee.

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*Order submitted by:* 

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